

BUILDING PERMIT  
RETAINING WALL  
BL 0200 0309110017

LEGAL ID: TR: 1343				LT: 3	BL: 4	UN: .003	TOTAL HEIGHT: 9 FT RETAINING HEIGHT: 0 FT WALL LENGTH: 47 FT				USE ZONE: C-3				EXIST BLDG USE: EXIST OCC GRP:																			
ASSESSOR INFORMATION NUMBER: 8208-005-024							TENANT:							BLDG. NOW ON LOT: VALUATION: 5,900																				
OWNER: VILLANUEVA WILLIAM B, SOPHIE 5004 GOLDEN WEST AV TEMP 917803934							TEL. NO: (626) 287-5198-							FEE DESCRIPTION:							QUANTITY: UOM:							AMOUNT:						
APPLICANT: VILLANUEVA 5004 GOLDEN WEST TEMPLE CITY CA 91780							TEL. NO: (626) 287-5198-							D1 PLANCHCK W/O EN-HC							5000.00 VAL							89.33						
CONTRACTOR: REYCO CONSTRUCTION 11762 EMERY STREET EL MONTE, CA 91732							TEL. NO: (626) 443-1674- LIC. NO 685854 B							AA BLDG PERMIT ISSUANCE							22.00													
														AE STRONG MOTION OTHER							1.24													
														A6 PLAN MAINTENANCE FEE							8.00													
ARCHITECT OR ENGINEER: ORTUNO, RAMIRO 12502 BAILEY ST WHITTIER CA 90601							TEL. NO: (626) 917-3950- LIC. NO: NONE							D1 PLANCHCK W/O EN-HC							11.39													
														D2 PERMIT W/O EN-HC							5900.00 VAL							118.70						
MAP NO: SEWER MAP BOOK: PAGE:							FIRE ZONE:							CMP:							TOTAL FEES							250.66						
1234293							00																											
NO. OF FAMILIES: DWELLING UNITS: APT/COND: STAT CLASS:							NO							20																				
AIR QUALITY:							SCHOOL WITHIN							HAZARDOUS																				
NO							1000 FEET							MATERIALS																				
							NO																											

BUILDING ADDRESS: 14668 VALLEY LCNT CA				NEAREST CROSS STREET: SUNSET				LOCALITY: LA PUENTE							
THOMAS PAGE:				GRID:											
ISSUED ON: 03/25/04				PROCESSED BY: DY				EXPIRES ON: 03/20/05							
FINAL DATE: 4/2/04				FINAL BY:				CODE:							
DESCRIPTION OF WORK 8.5 FT FREESTANDING CONCRETE BLOCK WALL 47 LF															
SPECIAL CONDITIONS:															
APPROVALS				DATE				INSPECTOR SIGNATURE							
LOCATION AND SETBACKS															
SOILS ENGINEER APPROVAL															
FOUND/TRENCH FORMS															
FORMS/GROUT LIFT				1st											
2ND GROUT LIFT															
3RD GROUT LIFT															
WALL DRAIN															
BACKFILL COMPACTION															
SURFACE DRAINAGE															

LICENSED CONTRACTOR'S DECLARATION

I hereby affirm under penalty of perjury that I am licensed under provisions of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, and my license is in full force and effect.

License Class B Lic. No. 085854  
Contractor's Signature [Signature] Date 3-25-04

OWNER-BUILDER DECLARATION

I hereby affirm under penalty of perjury that I am exempt from the Contractors License Law for the following reason (Sec. 7031.5, Business and Professions Code: Any city or county which requires a permit to construct, alter, improve, demolish, or repair any structure, prior to its issuance, also requires the applicant for such permit to file a signed statement that he or she is licensed pursuant to the provisions of the Contractors License Law (Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code) or that he or she is exempt therefrom and the basis for the alleged exemption. Any violation of Section 7031.5 by any applicant for a permit subjects the applicant to a civil penalty of not more than five hundred dollars (\$500).):

☐ I am exempt under Sec. \_\_\_\_\_, B. & P.C. for this reason:

[ Electrical, Plumbing & Sewer Permits Only ]

☐ I, as owner of the property, will do the work, and the structure is not intended or offered for sale (Sec. 7044, Business and Professions Code: The Contractors License Law does not apply to an owner of property who builds or improves thereon, and who does such work himself or herself, provided that such improvements are not intended or offered for sale. If, however, the building or improvement is sold within one year of completion, the owner-builder will have the burden of proving that he or she did not build or improve for the purpose of sale.).

[ All Other Permits ]

☐ I, as owner of the property, or my employees with wages as their sole compensation, will do the work, and the structure is not intended or offered for sale (Sec. 7044, Business and Professions Code: The Contractors License Law does not apply to an owner of property who builds or improves thereon, and who does such work himself or herself or through his or her own employees, provided that such improvements are not intended or offered for sale. If, however, the building or improvement is sold within one year of completion, the owner-builder will have the burden of proving that he or she did not build or improve for the purpose of sale.).

☐ I, as owner of the property, am exclusively contracting with licensed contractors to construct the project (Sec. 7044, Business and Professions Code: The Contractors License Law does not apply to an owner of property who builds or improves thereon, and who contracts for such projects with a contractor(s) licensed pursuant to the Contractors License Law.).

Owner Signature \_\_\_\_\_

Date \_\_\_\_\_

WORKER'S COMPENSATION DECLARATION

I hereby affirm under penalty of perjury one of the following declarations:

☐ I have and will maintain a certificate of consent to self-insure for worker's compensation, as provided for by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued.

☐ I have and will maintain worker's compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued. My worker's compensation insurance carrier and policy number are:

Carrier State Fund  
Policy Number 1562130-2002

☐ I certify that in the performance of the work for which this permit is issued, I shall not employ any person in any manner so as to become subject to the worker's compensation laws of California, and agree that if I should become subject to the worker's compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.

Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_  
**WARNING: FAILURE TO SECURE WORKER'S COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000), IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.**


LOBBYIST ORDINANCE CERTIFICATION

[ Complete this section for permits in unincorporated Los Angeles County only ]

This is to certify that I, as permit applicant, am familiar with the requirements of Los Angeles County Code Chapter 2.160 et seq., (relating to the Los Angeles County Lobbyist Ordinance) and that all persons acting on behalf of myself complied and will continue to comply therewith through the application process.

Applicant (Print Name) \_\_\_\_\_ Applicant Signature \_\_\_\_\_

Company Name (if employed by an entity/agency) \_\_\_\_\_ Date \_\_\_\_\_

JOB ADDRESS \_\_\_\_\_

LOCALITY \_\_\_\_\_

HAZARDOUS MATERIAL DECLARATION

Will the applicant or future building occupant handle a hazardous material or a mixture containing a hazardous material equal to or greater than the amount specified on the hazardous materials information guide?

Yes ☐ No ☐

Will the intended use of the building by the applicant or future building occupant require a permit for construction or modification from the South Coast Air Quality Management District (SCAQMD)? See permitting checklist for guidelines.

Yes ☐ No ☐

I have read the hazardous materials information guide and the SCAQMD permitting checklist, I understand my requirements under the Los Angeles County Code Title 2, Chapter 220 Sections 220.100 through 220.140 concerning hazardous material reporting and for obtaining a permit from the SCAQMD.

ASBESTOS NOTIFICATION

☐ Notification letter sent to SCAQMD or EPA

☐ I declare that notification of asbestos removal is not applicable to addressed project.

CONSTRUCTION LENDING AGENCY

I hereby affirm under penalty of perjury that there is a construction lending agency for the performance of the work for which this permit is issued (Sec. 3097, C.V.C.).

Lender's Name \_\_\_\_\_

Lender's Address \_\_\_\_\_

[Signature]

I certify that I have read this application and state under the penalty of perjury that the above information is correct. I agree to comply with all City and County ordinances and State laws relating to building construction, and hereby authorize representatives of this County to enter upon the above-mentioned property for inspection purposes.

[Signature]  
Applicant or Agent Signature \_\_\_\_\_ Date \_\_\_\_\_

14668 Valley

ORIGINAL FILED

JAN 02 2002

LOS ANGELES  
SUPERIOR COURT

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES, EAST DISTRICT

WILLIAM VILLANUEVA

Plaintiff(s),

v.

Defendant(s).

PAUL POWELL, ET AL

CASE NO. KC033886

PROPOSED STATEMENT OF DECISION

**Do Not Discard  
File With Permit After Final Inspection**

## **COURT'S PROPOSED STATEMENT OF DECISION**

**RE: VILLANUEVA VS POWELL**

**YINGER**

**POWELL PROPERTY MANAGEMENT**

Villanueva has failed to meet his burden of proof for any offset for the arm grabbing incident and bill for the tractor work concerning the pole removal.

**RE: YINGER VS VILLANUEVA**

Yinger has failed to meet his burden of proof for a request to terminate the easement in question, a nuisance, a trespass, compensatory damages, punitive damages, loss of rent and loss of use of the apartments in question.

Yinger has met his burden of proof that Villanueva surcharged (overused) the easement by allowing 18 wheel tractor-trailer trucks to drive down the 18 foot driveway.

**RE: POWELL VS VILLANUEVA**

Powell has failed to meet his burden of proof regarding any assault, battery, intentional infliction of emotional distress, any increased maintenance and/or repair costs resulting from the alleged overuse or wrongful use of the easement, loss of rent and loss of use of the apartments in question, loss of income for any reason.

**RE: YINGER VS POWELL AND POWELL VS YINGER**

Both Yinger and Powell have failed to meet their respective burdens of proof as it relates to claims and cross claims for indemnification.

**RE ALL PARTIES CAUSES OF ACTION FOR DECLARATORY RELIEF:**

Based upon the evidence presented, the Court finds ample evidence to meet the burden of proof that a general grant of an express easement was created in 1967. The original parties had granted an easement for ingress and egress, and utility purpose, over the easterly 18 feet of the Yinger property, commonly referred to as the 18 foot driveway or roadway. Said easement will always run with the land.

The general grant of the easement sets forth the scope and limits of the easement to encompass a roadway or driveway from Valley Boulevard to the Villanueva lot. Villanueva was a successor in interest to said easement when he purchased the lot in 1977, and is bound by the easement created in 1967 by the original parties, which is a non-exclusive use allowing Villanueva to use the 18 foot driveway along with the Yinger tenants.

**INTENTIONAL TORTS**

The Court is not convinced that Villanueva was involved in any type of assaultive behavior

against Powell. The two incidents in question revolve around the "tractor incident" and the "hammer incident". The "tractor incident" is the stronger of the two, however, overall Powell fails to meet his burden of proof. Powell even admitted that he "doesn't know if Mr. Villanueva was aware he was there" when Villanueva was driving and using the tractor. The Court was very impressed with Deputy Wilms' testimony in that he did not have a conversation with Powell on the incident date concerning an assault with a deadly weapon (tractor). Either Deputy Wilms forgot about the conversation, or else Powell never told Deputy Wilms about the tractor incident. There is no credible evidence that Villanueva assaulted Powell with a tractor or hammer.

### **HISTORIC USE OF THE VILLANUEVA LOT, 18 FOOT DRIVEWAY, YINGER APARTMENTS, SURROUNDING NEIGHBORHOOD, INJUNCTION**

The original use of the lot was to corral horses back in the 1960's. The Court is of the opinion that if there were one or two horses corralled on the lot now, all tenants in the Yinger apartment would be complaining, but for a different reason.

Other uses of the Villanueva lot by Villanueva were to store construction materials and heavy duty construction equipment. At times Villanueva or his permittees would drive construction equipment down the 18 foot driveway to Valley Boulevard. The Court would assume that horses were likewise taken by trailer to the Villanueva lot originally.

It is clear to the Court that Villanueva would use the 18 foot driveway very little, or not at all, and at other times the usage would be much higher. There is no issue of a prescriptive easement here so non-use (or little use) is one of the options available to Villanueva regarding his use of his easement.

There appears to be different zoning for the Yinger apartments and the Villanueva lot. Yinger apartments are zoned residential. Villanueva's lot is not exclusively residential. Residences in that immediate area are not common, and the Yinger apartments are like an island in a sea of commercial and industrial businesses. The current use of the Villanueva lot is to store and repair wooden pallets, a business owned and operated by Henry's Pallets. Hundreds of pallets are piled high and trucks make frequent visits down the 18 foot driveway to the lot in question. It appears there are many pallet businesses in the area and so a pallet business on the Villanueva lot would not be an anomaly in the neighborhood.

What was the reasonable contemplation of the parties when the easement was created in the 1960's? The Court has heard testimony of horse corrals, construction material storage and heavy duty earth moving and construction machinery storage. Villanueva is bound by the contractual terms that were created in 1967.

Villanueva established a horse corralling business on said lot would be consistent with the historic usage, but it would be a disaster for the Yinger tenants and anyone else down wind.

The Court is not going to list a menu of acceptable businesses that may use the Villanueva lot. The Court will focus on if Villanueva is surcharging the easement by allowing his tenant (Henry's Pallets) to conduct a pallet business, and if the pallet business is inconsistent with historic usage.

First off, the pallet business by itself is a business consistent with a use that could be contemplated by the original owners of the lots in the 1960s. Corraling of horses, storage of material, storage of machinery, pallet storage and repair, and driving trailers and trucks down the 18 foot driveway are all kindred reasonable business uses. However, that does not give Villanueva, or Henry's Pallets, a carte blanche right to use the 18 foot driveway any way they see

fit. When Villanueva purchased the lot in 1977 the apartments were already there, and Villanueva's use must be compatible with the Yinger tenants residential use. Original use always contemplated a shared use of the 18 foot driveway with apartment tenants.

It is the Court's belief that Villanueva's easement must be balanced with safety concerns for Yinger's tenants. The following restrictions on use will be ordered:

- (1) No 18 wheel tractor/trailer combination vehicles may drive down or back down the 18 foot driveway. No tractor from an 18 wheel tractor/trailer combination may drive down or back down the 18 foot driveway.
- (2) No vehicle may traverse the 18 foot driveway at speeds in excess of five miles per hour.
- (3) Yinger can maintain no more than three speed bumps, including the current speed bumps. They must not be any higher than the current height of the speed bumps.
- (4) Yinger can install "caution" and "speed limit" signs along the 18 foot driveway.
- (5) Yinger can continue to place the trash bin on the 18 foot driveway.
- (6) There shall be no parking of any motor vehicles or trailers by anyone along the most easterly side of the 18 foot driveway, near the chain link fence.
- (7) Any truck smaller than an 18 wheeler tractor/trailer combination may back down the 18 foot driveway but only if a "spotter" is used by the driver to assist the driver.

The only overuse of the easement by Villanueva was any use by Villanueva or Henry's Pallets, or their permittees in driving 18 wheel tractor/trailers down the 18 foot driveway. It is a safety concern. There was no abandonment by Villanueva of his easement because of his use history.

#### RE CLAIMS FOR INDEMNIFICATION:

Powell acted unilaterally in his decision to install the poles at the end of the 18 foot driveway and blocking access to the Villanueva lot. That was an unauthorized act and an unlawful act by Powell. Yinger or any of his agents, do not have the legal right to block access to the Villanueva lot.

Yinger never authorized Powell to install the poles before they were installed. Powell acted alone, and the management agreement was never intended to indemnify for such unilateral acts.

Further, the management agreement was never intended to indemnify for any personal injury type lawsuit that happened which had nothing to do with Powell's duties as the apartment manager.

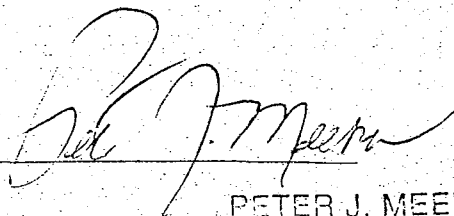
#### MISCELLANEOUS MATTERS:

The Court finds that there are no prevailing parties. The Court finds that each side is to bear their own attorney fees, expert fees and costs.

The Court finds that there shall be no award of damages to any party. Pursuant to CCP 632 this Court's Proposed Statement of Decision will become final after ten days and attorney Arko is directed to prepare the judgment in conformity with this Proposed Statement of Decision.

Dated:

1-2-00  
1-2-00

  
PETER J. MEEKA